

Photo 1. Property overview.

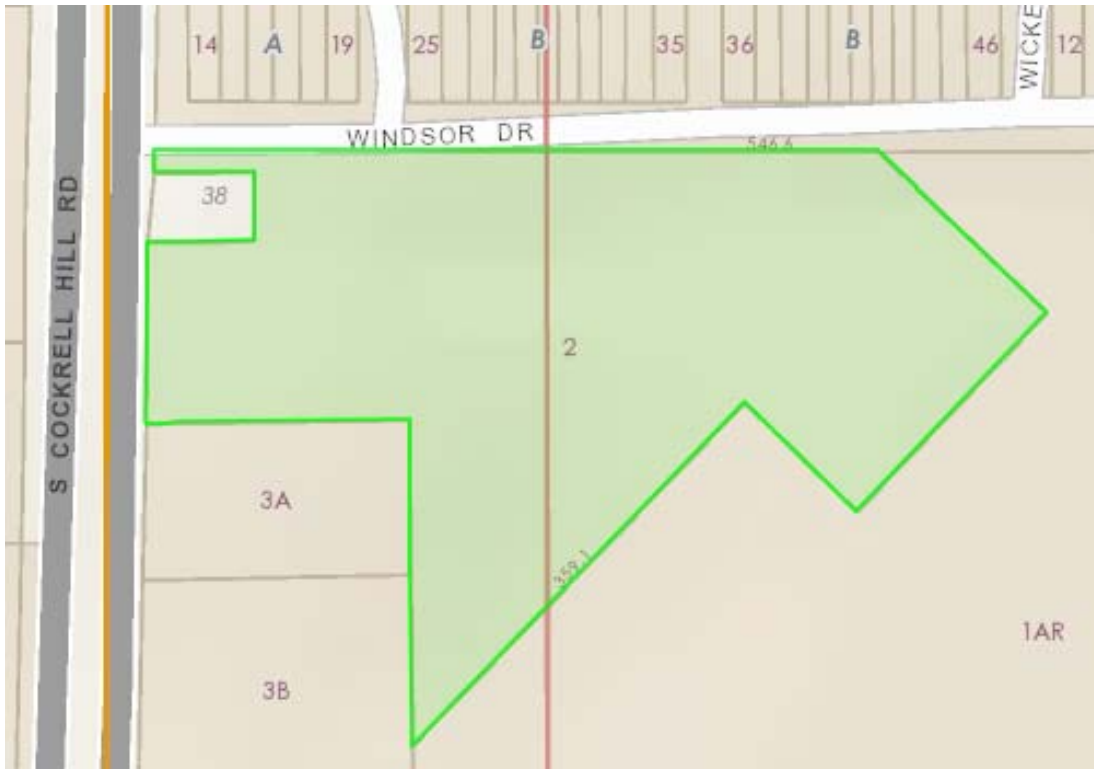


Photo 2. DCAD Property Boundary



22013900000020000

Photo 3. DCAD property photo.



Photo 4. Designated accessible parking in front of legends with curb ramp into access aisle, no correct signage, and not van accessible.



Photo 5. Curb ramp into access aisle and no signage. Not van accessible and access symbol painted on concrete so faded as to not be readable.



Photo 6. Curb ramp into access aisle, no correct signage, and not van accessible.



Photo 1. No correct door opening knob.



Photo 2. No correct lavatory faucet, no cut out under the lavatory, no correct mirror, soap dispenser above reach range.



Photo 3. No wheelchair clearance to toilet.

CARDEN LAW PLLC
A PROFESSIONAL LEGAL LIABILITY COMPANY
1409 SOUTH LAMAR, LB 601
DALLAS, TEXAS 75215
(214) 485-3535 OFFICE
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July 25, 2016

Nancy Dia
Lucky Duncanville Crossing, L.P.
6309 Hidden Springs Ln
Garland, TX 75044

*By certified mail, 7013 0600 0001 8475 3799
and by regular mail*

*Re: Pre-lawsuit Courtesy Settlement Offer for ADA
violations at 700 S. Cockrell Hill Rd, Duncanville, TX*

Dear Ms. Dia:

This letter is sent to you as a pre-lawsuit, legal courtesy – it is not required by the law. The Dallas County Appraisal District lists Lucky Duncanville Crossing, L.P. as the real property owner at 700 S. Cockrell Hill Rd, Duncanville, Texas 75234. Secretary of State records list you as the registered agent. To avoid a lawsuit, please have your attorney respond to this letter within 10 business days of it's receipt.

The Americans with Disability Act (the “ADA”) is a civil rights law signed July 26, 1990. It requires public accommodations built before January 26, 1993 (called existing facilities) to remove architectural barriers that hinder disabled access. *See* 42 USC 12182 §302(a). My client is an individual with a disability and must use a wheelchair for mobility.

The building at 700 S. Cockrell Hill Rd is a strip shopping center. It is a public accommodation housing numerous other tenant public accommodations under Title III of the ADA, 42 USC §12181(7), including Legends Bar & Grill, LLC in Suite 100. Under the law, both the landlord who owns the real property and the tenant who owns or operates the public accommodation are liable for ADA violations.

The Cockrell Hill Rd shopping center has no correctly designed and configured accessible parking. There are two designated parking spaces marked with incorrectly configured signage and two other spaces that appear to once have designated accessible, but the access signs are missing and the painting on the concrete is so faded that it is unreadable. All have curb ramps that come down into the access aisles that is specifically prohibited by the ADA Accessibility Guidelines. There is no van accessible parking.

The Legends Bar & Grill has a restroom that has made no effort to comply with the ADAAG. *See* ADA Accessibility Guidelines, 28 C.F.R. Part 36, Appendix A (the “ADAAG”). My client is an individual that uses a wheelchair and was unable to use that bathroom. As a result, he urinated on himself while on a date.

Federal regulations, 28 C.F.R. 36.304, provide “(a) public accommodation shall remove architectural barriers in existing facilities ... where such removal is readily achievable, i.e., easily accomplishable and able to be carried out without much difficulty or expense.” Thus, the ADA envisions that architectural barriers that are structural in nature shall be removed over time.

And while removing a particular barrier might not be readily achievable in the first or even second year of the act, the cost to provide accessible parking and an accessible route into the entrance is minimal and the obligation to remove other barriers is ongoing and now in effect for over 20 years.

My firm has already had to do the investigative work necessary to file a suit in order to send this letter. This letter is an attempt to resolve this matter in good faith at the lowest possible cost. You are being given the chance to resolve this now without additional attorney's fees and litigation costs and without an admission of liability.

The terms to resolve this matter will generally be to agree to provide correct accessible parking and accessible path of travel into the restaurant to ADA standards by a date certain, and payment of attorney fees and costs to the date of settlement. These are the same terms that a lawsuit will seek, but the cost will be much greater after litigation. This letter is being sent as a courtesy to try and save the time and expense that would be incurred during a suit. The quicker this matter is resolved, the quicker that fees and cost will stop accruing.

If you wish to avoid a lawsuit and its attendant expenses, please have your attorney contact this office within ten business days from the date you receive this letter. You are being offered an opportunity to resolve this matter with a minimum in cost and inconvenience. I hope you do so. If we do not hear from you or your counsel, we will finish preparing this case and file it – including in the pleading the fact that you were given an opportunity to resolve this before suit and refused to attempt to do so.

I look forward to quickly working out this matter. Thank you for your time and attention to this matter.

Cordially,

Kenneth Carden

KDC/ku

cc: file

Jacques Franklin, President
Legends Bar & Grill, LLC
700 S Cockrell Hill Rd Ste 100
Duncanville, TX 75137

By certified mail, 7013 0600 0001 8475 3805

CARDEN LAW PLLC
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September 2, 2016

Nancy Dia
Lucky Duncanville Crossing, L.P.
6309 Hidden Springs Ln
Garland, TX 75044

*By certified mail, 7013 0600 0001 8475 3782
and by regular mail*

Jacques Franklin, President
Legends Bar & Grill, LLC
700 S Cockrell Hill Rd Ste 100
Duncanville, TX 75137

*By certified mail, 7013 0600 0001 8475 4123
and by regular mail*

*Re: Pre-lawsuit Courtesy Settlement Offer for ADA
violations at 700 S. Cockrell Hill Rd, Duncanville, TX*

Dear Ms. Dia and Mr. Franklin:

I first wrote to you on July 26, 2016 detailing the failures of your properties to comply with the ADA's accessibility standards and extending an offer to settle this matter without the necessity of filing suit. There has been no response from either of you.

As a result, I have drafted the enclosed complaint. The ADA does not require that any notice be given before filing suit, and at this point we would be more than justified in simply filing the enclosed complaint in federal court.

However, you are being given on last chance to reach an agreement to resolve this matter without suit. If Lucky Duncanville Crossing, L.P. and Legends Bar & Grill, LLC care to settle this case without our filing suit, please respond to this letter on or before September 16, 2016. If I do not hear from you or your counsel, I will file the enclosed complaint.

Thank you for your time and attention to this matter.

Cordially,

Kenneth Carden

KDC/ku

cc: file

Jermell Pennie

Don't Dismyabilities, Inc.